

KAZEROUNI LAW GROUP, APC

Abbas Kazerounian, Esq. (SBN: 249203)

ak@kazlg.com

Pamela E. Prescott Esq. (SBN: 328243)

pamela@kazlg.com

245 Fischer Avenue, Suite D1

Costa Mesa, CA 92626

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

KELLETT & BARTHOLOW PLLC

Theodore O. Bartholow, III*

thad@kblawtx.com

11300 N. Central Expy., Suite 301

Dallas, TX 75243

Telephone: (214) 696-9000

Facsimile: (214) 696-9001

**Motion to appear pro hac vice forthcoming*

[Additional Counsel on Signature Page]

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF CALIFORNIA**

**LINDA JORDAN, BASIL
HIGGS, CHAD NICHOLSON,
and TREVOR ZANDER,
individually and on behalf of all
others similarly situated,**

Plaintiffs,

v.

**WELLS FARGO & COMPANY;
and WELLS FARGO BANK,
N.A.,
Defendants.**

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF FOR VIOLATIONS OF:**

- 1) CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"),
CAL. BUS. & PROF. CODE §§
17200, *ET SEQ.*;**
- 2) CONVERSION; and,**
- 3) UNJUST ENRICHMENT.**

JURY TRIAL DEMANDED

1 Plaintiff Linda Jordan (“Plaintiff Jordan” or “Jordan”), Basil Higgs (“Plaintiff
2 Higgs” or “Higgs”), Chad Nicholson (“Plaintiff Nicholson” or “Nicholson”), and
3 Trevor Zander (“Plaintiff Zander” or “Zander”) (together, the “Plaintiffs”) bring
4 this complaint, by and through their attorneys and on behalf of all others similarly
5 situated, against Defendants Wells Fargo & Company (“WFC”) and Wells Fargo
6 Bank, N.A. (“Wells Fargo Bank”) (together, the “Defendants” or “Wells Fargo”)
7 and allege upon information and belief as follows:

8 INTRODUCTION

9 1. Just as the dust settles on one scandal involving Wells Fargo, another one is
10 coming to light—this time in the form of the unauthorized enrollment in various
11 consumer and mortgage-related products.

12 2. Indeed, starting around November of 2023, consumers across the country
13 began receiving cryptic letters from Wells Fargo indicating that they were enrolled
14 in various home warranty and consumer protection products that they did not consent
15 to nor were they even aware existed prior to receiving this communication from
16 Wells Fargo.

17 3. Upon information and belief, Wells Fargo unilaterally enrolled tens of
18 thousands of consumers (including Plaintiffs) in these programs, *without their*
19 *knowledge or consent*, including consumers *who did not even have an account with*
20 *Wells Fargo*.

21 4. Plaintiffs further are informed and believe that consumers were unknowingly
22 charged for these products and had their personal information used, without their
23 consent, in order to be enrolled in these products without their knowledge.

24 5. Wells Fargo’s surreptitious enrollments of Plaintiffs began as early as 2008
25 and continued through at least 2021. Wells Fargo’s unscrupulous actions were
26 completely concealed by Wells Fargo until about November of 2023 when Wells
27 Fargo began disclosing these enrollments to consumers in an apparent attempt to
28 downplay liability.

6. Tellingly, for customers, Wells Fargo omits from these disclosures how much money was diverted from each consumer's account to these unwanted products, making it impossible for a consumer to determine the amount of their actual damages, including their out-of-pocket harm. Nor does Wells Fargo alert non-customers of how it obtained their personal information in the first instance.

7. To make matters worse, many of these letters from Wells Fargo do not even expressly offer compensation to those who were secretly enrolled in these products initially, but rather, in these form letters, consumers are simply directed to call Wells Fargo, within 60 days of receiving the letter, if they believed the enrollment was not "authorized or wanted."

8. However, as reflected in the online outrage and confusion from consumers, many people simply tossed out these letters believing they were a scam or junk mail. This is especially true for those who did not have an existing account with Wells Fargo and reasonably believed that the letter was sent in error or part of a phishing scam.

9. Upon information and belief, the consumers who did call Wells Fargo to dispute the enrollment in these products were offered a fraction of their actual damages, which remained concealed, making any relief presently offered by Wells Fargo illusory and wholly inadequate. Representatives were unable or unwilling to tell these customers exactly how much money was diverted from their accounts to these secretly enrolled unauthorized products.

10. Some customers received a different disclosure, in the form of a mailed check and letter, which explained they were "eligible for compensation" for certain products associated with their Wells Fargo accounts.¹ Recipient customers were

¹ Erica Grieder, *Wells Fargo is sending checks to some current and former customers. Here's what to know.*, Houston Chronicle (Dec. 27, 2023), <https://www.houstonchronicle.com/business/article/what-to-know-about-wells-fargo-checks-18568099.php> [<https://perma.cc/2GCR-KB98>].

1 wary of the potential for a financial scam, particularly those who no longer held a
2 Wells Fargo bank account.²

3 11. Wells Fargo's flippant attempt to mitigate its liability is inadequate and has
4 left consumers, including Plaintiffs, facing ongoing harm (including invasion of
5 privacy) and out-of-pocket loss that has yet to be reimbursed.

6 12. Plaintiffs make these allegations on information and belief, with the exception
7 of those allegations that pertain to Plaintiffs, or to Plaintiffs' counsel, which
8 Plaintiffs allege on personal knowledge.

9 13. While many violations are described below with specificity, the Complaint
10 alleges violations of each statute cited in its entirety.

11 14. Unless otherwise indicated, the use of Defendants' names in this Complaint
12 includes all agents, employees, officers, members, directors, heirs, successors,
13 assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the
14 Defendants, respectively.

15 JURISDICTION AND VENUE

16 15. The Court has jurisdiction pursuant to the Class Action Fairness Act, 28
17 U.S.C. § 1332(d) because: (i) there is minimal diversity; (ii) Defendants are not
18 government entities against whom the District Court may be foreclosed from
19 ordering relief; (iii) there are more than one hundred (100) people in the putative
20 class; and (iv) the amount in controversy exceeds \$5,000,000, exclusive of interest
21 and costs.

22 16. This Court has general personal jurisdiction over Wells Fargo Bank because
23 its principal place of business is in San Francisco, California. This Court also has
24 general personal jurisdiction over WFC because its principal place of business is in
25 San Francisco, California.

26
27
28

² *Id.*

1 17. Additionally, this Court also has general personal jurisdiction over Wells
2 Fargo Bank and WFC because their contacts with California are so constant and
3 pervasive as to render them essentially at home in California.

4 18. The exercise of specific personal jurisdiction over all Defendants is consistent
5 with due process, as all Defendants regularly conduct and/or solicit business in,
6 engage in other persistent courses of conduct in, and derive substantial revenue from
7 services provided to, persons in this District and in California.

8 19. Venue is proper pursuant to 28 U.S.C. § 1391(b) because: (1) Defendants
9 transact business within this judicial district and have their principal place of
10 business is district, and because Plaintiff Jordan is a resident of Alameda County,
11 California at all times relevant to these claims such that a substantial part of the
12 events giving rise to Plaintiff Jordan's causes of action against Defendants while
13 Plaintiff Jordan resided in this judicial district; and (2) Defendants' contacts with
14 this District are sufficient to subject them to personal jurisdiction within this judicial
15 district.

16 20. Venue is also proper in the Northern District of California pursuant to 28
17 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise
18 to the claims at issue in this Complaint occurred in this District.

19 **INTRADISTRICT ASSIGNMENT**

20 21. Because Wells Fargo's principal place of business is in San Francisco and
21 Plaintiff Jordan resides in Alameda County, under Local Rule 3-2(d), the proper
22 venue for this case is the San Francisco Division of the United States District Court
23 for the Northern District of California.

24 **PARTIES**

25 22. Plaintiff Linda Jordan is a natural person and resident of California who
26 presently resides within in this judicial district.

27 23. Plaintiff Basil Higgs is a natural person and resident of North Carolina.

28 24. Plaintiff Chad Nicholson is a natural person and resident of Florida.

1 25. Plaintiff Trevor Zander is a natural person and resident of Minnesota.

2 26. Upon information and belief, WFC is a diversified financial services company
3 headquartered in San Francisco, California that provides banking, insurance,
4 investments, mortgage banking, and consumer finance through banking stores, the
5 internet, and other distribution channels to customers, businesses, and other
6 institutions in all 50 states and in other countries.

7 27. Upon information and belief, WFC exercises specific and financial control
8 over the operations of Defendant Wells Fargo Bank, dictates the policies,
9 procedures, and practices of Wells Fargo Bank, exercises power and control over the
10 specific activities upon which the claims herein are based.

11 28. Plaintiffs are informed and believe, and thereon allege, that Wells Fargo Bank
12 is, and at all times mentioned herein was, a national bank association chartered under
13 the laws of the United States with its primary place of business in Sioux Falls, South
14 Dakota. Wells Fargo Bank provides WFC personal and commercial banking services
15 and is WFC's principal subsidiary.

16 **WELLS FARGO'S HISTORY OF UNSCRUPULOUS BUSINESS**
17 **PRACTICES**

18 29. The allegations in this lawsuit concerning Wells Fargo's targeted pattern and
19 history of engaging in unfair and unlawful business practices at the expense of
20 consumers and the general public are unfortunately not novel.

21 30. For example, in 2015, "Wells Fargo and Assurant face[d] a force-placed
22 insurance lawsuit alleging the financial firms artificially inflated force-placed
23 insurance premiums charged to homeowners."³ The plaintiffs in that lawsuit alleged
24 that "the companies provided 'unnecessary or duplicative coverage' because the
25

26 _____
27 ³ Heidi Turner, *Wells Fargo Hit with Force-Placed Insurance Lawsuit*,
28 LawyersandSettlements.com (Aug. 19, 2015, 1:30 PM),
<https://www.lawyersandsettlements.com/legal-news/forced-placed-insurance-lawsuits/lender-insurance-lenders-force-placed-26-20854.html>.

1 policies were backdated to collect premiums when there was no lapse in coverage or
2 no risk of loss.”⁴

3 31. Then, in July of 2018, KTLA 5 News reported a story entitled, “*Wells Fargo*
4 *Begins Refunding Customers Charged for Unauthorized Products Including Pet*
5 *Insurance*,”⁵ noting that “[n]ot even pet insurance is safe from Wells Fargo’s
6 scandals.”

7 32. According to that 2018 article, “Wells Fargo refund[ed] customers who were
8 harmed when the bank charged them for products including pet insurance, legal
9 services, home warranties and other forms of insurance[.]”⁶

10 33. In December of 2022, the CFPB issued Prepared Remarks of CFPB Director
11 Rohit Chopra on the Wells Fargo Law Enforcement Action, which noted “[i]n the
12 CFPB’s eleven years of existence, **Wells Fargo has consistently been one of the**
13 **most problematic repeat offenders of the banks and credit unions we supervise**
14 **[.]**”⁷

15 34. Director Chopra went on to note examples of the systematic financial abuses
16 of consumers at the hands of Wells Fargo, observing that:

- 17 • In 2015, CFPB ordered Wells Fargo to pay \$24
- 18 million in penalties for its role in an illegal mortgage
- 19 kickback scheme.
- 20 • In 2016, it paid \$4 million to the CFPB for scamming
- 21 student loan borrowers. A few months later, the

22 ⁴ *Id.*

23 ⁵ CNN Wire, *Wells Fargo Begins Refunding Customers Charged for Unauthorized*
24 *Products Including Pet Insurance*, KTLA 5 News (July 19, 2018, 7:07 PM),
25 [https://ktla.com/news/local-news/wells-fargo-begins-refunding-customers-](https://ktla.com/news/local-news/wells-fargo-begins-refunding-customers-charged-for-unauthorized-products-including-pet-insurance-home-warranties/)
26 [charged-for-unauthorized-products-including-pet-insurance-home-warranties/](https://ktla.com/news/local-news/wells-fargo-begins-refunding-customers-charged-for-unauthorized-products-including-pet-insurance-home-warranties/).

27 ⁶ *Id.*

28 ⁷ *Prepared Remarks of CFPB Director Rohit Chopra on the Wells Fargo Law*
Enforcement Action, CFPB (Dec. 20, 2022),
[https://www.consumerfinance.gov/about-us/newsroom/prepared-remarks-of-cfpb-](https://www.consumerfinance.gov/about-us/newsroom/prepared-remarks-of-cfpb-director-rohit-chopra-on-the-wells-fargo-law-enforcement-action/)
director-rohit-chopra-on-the-wells-fargo-law-enforcement-action/ (emphasis added).

CFPB fined Wells Fargo \$100 million for its fake account fraud.

- In 2018, the CFPB assessed a \$1 billion fine for illegal fees and insurance practices in its auto lending and mortgage lending business.⁸

35. “Put simply, Wells Fargo is a corporate recidivist that puts one third of American households at risk of harm.”⁹

36. Unfortunately, Wells Fargo’s unscrupulous business practices continue to the present day as evidenced by the recent disclosure of the unauthorized enrollment of consumers in various products, without the consumer’s consent. Certain of these business practices have been the subject of class-action settlements, but the practices from which those settlements arise are not the subject of this action, which arises from different practices and a different factual predicate.

FACTUAL ALLEGATIONS

37. Beginning in or around November of 2023, consumers started receiving vague letters informing them that during a “recent review” of Defendants’ records it was revealed they were enrolled in various products during the period of at least 2008 to about 2021.

38. These form disclosure letters included language directing customers to call Defendants within 60 days if they believed this enrollment was not authorized.

39. Indeed, upon information and belief, the letters often ended with the language similar to the following:

What you need to know

If you feel that the enrollment in this product was not authorized or not wanted by you, please call us within 60 days of the date of this letter so that we may care for any impact this enrollment may have caused. Otherwise, no action is needed.

⁸ *Id.*

⁹ *Id.*

We're here to help

If you have questions regarding enrollment in this product, please call us at 1-877-642-7826, Monday through Friday, 8:00 a.m. to 8:00 p.m. Central Time. We accept telecommunications relay service calls.

40. Upon information and belief, Wells Fargo was unilaterally enrolling consumers in these various products, without their knowledge or consent, for financial gain.

41. As part of this unfair and illegal enrollment scheme, Wells Fargo benefitted monetarily at the expense of consumers who were unknowingly paying for these services and/or having their personal information used without their knowledge or consent in order to increase the enrollment numbers in these insurance products, many of which are offered by third parties such as Affinion and Assurant.

42. In 2015, “the Consumer Financial Protection Bureau (CFPB) took action against two credit card add-on product vendors – Affinion Group Holdings, Inc., Affinion’s affiliated companies, and Intersections Inc. – for unfairly charging consumers for credit card add-on benefits they did not receive.”¹⁰

43. “Credit card companies often offer their customers ‘add-on’ services such as ‘credit monitoring’ or ‘identity theft protection’ for a monthly or annual membership fee.”¹¹

44. “The add-on products are usually sold either by the bank itself or through a third-party vendor authorized by the bank to sell the product. Affinion . . . partnered with banks to provide these products to credit card holders and other bank customers.”¹²

¹⁰ *CFPB Takes Action Against Companies For Unfair Billing Of Credit Card Add-On Products And Services*, CFPB (July 1, 2015), <https://www.consumerfinance.gov/about-us/newsroom/cfpb-takes-action-against-companies-for-unfair-billing-of-credit-card-add-on-products-and-services/>.

¹¹ *Id.*

¹² *Id.*

1 45. In response to these terribly troubling letters, many consumers turned to
2 online platforms like Reddit and Credit Boards to voice their concerns and to vet the
3 legitimacy of these letters.

4 46. Upon receiving these form letters from Wells Fargo consumers (including
5 Plaintiffs) were left with more questions than answers.

6 47. One consumer posted a picture of one of these letters from Wells Fargo, dated
7 November 15, 2023, to Reddit asking others to weigh in on whether this letter was
8 legitimate or if it was part of a scam.¹³

9 48. On or about November 21, 2023, another consumer posted to Credit Boards
10 noting that they “[j]ust received this same letter today! [D]ifferent dates also but yes
11 from 10 years ago. I HONESTLY don’t remember ever banking with Wells
12 [F]argo.”¹⁴

13 49. Upon information and belief, Wells Fargo’s pervasive and targeted scam
14 reached beyond its customer base to the general consuming public who were not
15 account holders with Wells Fargo but too were secretly enrolled in these products
16 without their knowledge or consent.

17 50. Upon information and belief, despite having access to more specific
18 information concerning these unauthorized enrollments (and the extent of each
19 consumer’s harm), Wells Fargo intentionally disseminated vague letters to
20 discourage consumers from looking into the issue further and exercising their rights.

21 51. Further, the time limit of 60 days included in these form letters is yet another
22 attempt to limit the number of consumers that respond to these letters.

24 ¹³ Hillbilly_Elegant, *Letter from Wells Fargo Regarding Identity Theft*
25 *Protection- Affinion Product*, Reddit (Nov. 22, 2023, 9:20 AM),
26 https://www.reddit.com/r/Scams/comments/181f54u/letter_from_wells_fargo_regarding_identity_theft/.

27 ¹⁴ WillowT, *A very special communication from Wells Fargo . . . CreditBoards*
28 (Nov. 21, 2023), <https://creditboards.com/forums/index.php?/topic/634914-a-very-special-communication-from-wells-fargo/>.

1 52. Upon information and belief, the purpose of these letters was not to make the
2 consuming public whole but rather these letters are a throw away effort by Wells
3 Fargo to attempt to shield itself from liability for yet another illegal business practice
4 by offering an inadequate benefit.

5 53. Upon information and belief, Wells Fargo knew that Plaintiffs and other
6 similarly situated consumers did not consent to these various insurance-related
7 products, as evidenced by the transmission of these recent letters.

8 54. Despite this knowledge, Wells Fargo tiptoes around the issue by putting the
9 burden on the consumer to figure out whether they in fact consented to a product
10 *more than 10 years ago*, when Wells Fargo knows they did not.

11 55. Plaintiffs and those similarly situated were not aware of the violations alleged
12 herein, nor the facts giving rise to such violations, until they received the letters from
13 Wells Fargo during late 2023 and early 2024.

14 56. Indeed, Plaintiffs first learned of the surreptitious enrollment in later 2023 and
15 early 2024 when they received a communication from Wells Fargo. Before that time,
16 Plaintiffs had no reason to suspect that Wells Fargo had secretly enrolled them in
17 home warranty and income protector products.

18 57. Plaintiffs and those similarly situated did not discover and could not have
19 discovered through the exercise of reasonable diligence, the fact that Defendants
20 were unilaterally enrolling them in products they did not consent to nor apply for.

21 58. Upon information and belief, Defendants, and their third-party insurance
22 vendors, maintain exclusive control over the consent data relating to these various
23 products.

24 59. Plaintiffs are further informed and believe that Defendants intentionally
25 concealed the complained of business practices herein for over a decade, preventing
26 Plaintiffs and those similarly situated from discovering these violations prior to the
27 end of 2023.

60. Fraudulent concealment tolls the statute of limitations because Plaintiffs and those similarly situated were unaware that their rights were being violated by Wells Fargo's secret enrollment of them in various products. Indeed, Defendants' violations were carried out in a way that precluded detection of the violations.

61. Upon information and belief, Defendants also knowingly used the personal information of Plaintiffs and those similarly situated (including account information, loan information, and banking information) in order to select which products to enroll the consumer in without their consent. Such actions were done in secrecy, as Wells Fargo concealed these illegal actions by failing to properly (and timely) disclose enrollment in these products and failing to disclose that funds were wrongfully diverted from the consumer in order to pay for these unwanted products that were not discoverable upon reviewing bank and mortgage statements.

62. As a result, the claims of Plaintiffs and those similarly situated did not accrue until their discovery in the end of 2023 and are tolled under equitable tolling principles such that they are timely.

Allegations Specific to Plaintiff Linda Jordan

63. During February of 2024, Plaintiff Jordan received a letter from Defendants dated February 23, 2024, stating that, "[d]uring a recent review of [Defendants'] current and form customer accounts, [Defendants'] records indicated that you were enrolled in the Home Warranty product . . . [beginning] August 01, 2009 and [ending] September 01, 2009."

64. Plaintiff Jordan was shocked to receive this communication February 23, 2024 from Wells Fargo as Plaintiff Jordan *never applied for, opened, and/or held a checking or savings account with Wells Fargo at any point in time.*

65. Plaintiff Jordan also never consented to receive the Home Warranty product referenced in this February 23, 2024 letter, nor was she aware that she had been erroneously enrolled in this program until she received this letter.

66. On or about March 8, 2024, Plaintiff Jordan called the number listed on the

1 February 23, 2024 letter from Wells Fargo (i.e., 1-877-642-7826), which is a
2 recorded telephone line.

3 67. When the call connects, a pre-recorded voice message says this is the “Wells
4 Fargo Customer Remediation Information Line” and directs consumers to press 1
5 for English, and then the phone rings.

6 68. Plaintiff Jordan pressed 1 and was connected to a live representative who
7 asked for Ms. Jordan’s name, telephone number, and the reference number on the
8 February 23, 2024 letter. Plaintiff Jordan provided the information and was then
9 placed on hold for about a minute.

10 69. The representative came back on the line and informed Plaintiff Jordan that
11 she received the February 23, 2024 letter because Plaintiff Jordan was enrolled in a
12 Home Warranty product. The representative then offered Plaintiff Jordan a small
13 monetary compensation for any charges she incurred relating to this enrollment.
14 Notably, the representative *did not* inform Plaintiff Jordan of the actual amount she
15 was charged for this product or how Wells Fargo obtained her information.

16 70. When Plaintiff Jordan inquired further about this Home Warranty product,
17 the call was disconnected.

18 71. Plaintiff Jordan was then connected with a second representative, who again,
19 offered Plaintiff Jordan the same small monetary offer in exchange for filling out a
20 Mediation Request Form. Plaintiff Jordan did not accept this offer.

21 72. Plaintiff Jordan then expressed concern to the second representative about
22 how Wells Fargo obtained her information since Plaintiff Jordan did not have a
23 bank account with Wells Fargo.

24 73. The second representative put Plaintiff Jordan on hold for several minutes
25 and then got back on the line and informed Plaintiff Jordan that she could not find
26 that information.

27 74. The second representative did, however, concede that Plaintiff Jordan likely
28 received the February 23, 2024 letter from Wells Fargo because a Wells Fargo team

1 member may have opened this Home Warranty product account in Ms. Jordan's
2 named (and without her consent or knowledge).

3 ***Allegations Specific to Plaintiff Basil Higgs***

4 75. Plaintiff Higgs received a letter from Defendants dated February 1, 2024,
5 stating that, "[d]uring a recent review of [Defendants'] current and form customer
6 accounts, [Defendants'] records indicated that you were enrolled in the income
7 Protector Plus product . . . [beginning] March 05, 2007 and [ending] March 27,
8 2007."

9 76. Plaintiff Higgs was surprised to receive this communication from Wells
10 Fargo as Plaintiff Higgs never consented to receive the income Protector Plus
11 product referenced in this February 1, 2024 letter, nor was he aware that he had
12 been erroneously enrolled in this program until he received this letter.

13 77. A week later, Plaintiff Higgs called the number listed on the February 1, 2024
14 letter from Wells Fargo (i.e., 1-877-642-7826).

15 78. The representative informed Plaintiff Higgs that he received the February 1,
16 2024 letter because Plaintiff Higgs was enrolled in the income Protector Plus
17 product but could give him no other information about the account.

18 79. Plaintiff Higgs was advised that a check a would be sent along with a
19 document for his signature. The representative stated they did not possess further
20 details but could try connecting Plaintiff Higgs to someone at Wells Fargo.

21 80. Frustrated with the non-answers, Plaintiff Higgs declined to speak with an
22 additional representative as he felt it would not be useful.

23 81. To date, Plaintiff Higgs has not received a check or document from Wells
24 Fargo, is still unaware of the amount he was charged for the income Protector Plus
25 product, why he was enrolled in the income Protector Plus product, and whether
26 Defendants opened other accounts without his knowledge or consent.

27 ***Allegations Specific to Plaintiff Chad Nicholson***

28 82. During February of 2024, Plaintiff Nicholson received a letter from

1 Defendants dated January 30, 2024, stating that, “[d]uring a recent review of
2 [Defendants’] current and form customer accounts, [Defendants’] records indicated
3 that you were enrolled in the Disaster Mortgage product . . . [beginning] August 10,
4 2007 and [ending] October 1, 2007.”

5 83. Plaintiff Nicholson was surprised to receive the January 30, 2024
6 communication from Wells Fargo as Plaintiff Nicholson never consented to receive
7 the Disaster Mortgage product referenced in this letter, nor was he aware that he
8 had been erroneously enrolled in this program until he received this letter.

9 84. Several weeks later, Plaintiff Nicholson called the number listed on the
10 January 30, 2024 letter from Wells Fargo (i.e., 1-877-642-7826).

11 85. The representative could not give Plaintiff Nicholson additional information
12 about the Disaster Mortgage product account, but stated that he received the January
13 30, 2024 letter because he was enrolled in the product.

14 86. The representative indicated Plaintiff Nicholson was entitled to a check of
15 approximately \$200. Plaintiff Nicholson asked directly if he was sent the letter and
16 offered compensation so he would not sue for this account opened without his
17 knowledge or consent, and he was told “yes.”

18 87. Plaintiff Nicholson has not received any compensation or further
19 communication regarding his unauthorized enrollment in the Disaster Mortgage
20 product.

21 ***Allegations Specific to Plaintiff Trevor Zander***

22 88. During December of 2023, Plaintiff Zander received a letter from Defendants
23 dated November 28, 2023, stating that, “[d]uring a recent review of [Defendants’]
24 current and form customer accounts, [Defendants’] records indicated that you were
25 enrolled in the Disaster Mortgage product . . . [beginning] April 10, 2009 and
26 [ending] December 31, 2009.”

27 89. Plaintiff Zander was shocked to receive the November 28, 2023
28 communication from Wells Fargo as Plaintiff Zander had not been a Wells Fargo

1 customer for many years, and because he never consented to receive the Credit
2 Defense product referenced in this letter, nor was he aware that he had been
3 erroneously enrolled in this program until he received this letter.

4 90. Several weeks later, Plaintiff Zander called the number listed on the
5 November 28, 2023 letter from Wells Fargo (i.e., 1-877-642-7826).

6 91. The representative informed Plaintiff Zander that he received the November
7 28, 2023 letter because he was enrolled in the Credit Defense product, and asked
8 Plaintiff Zander if he authorized the service. Plaintiff Zander informed the
9 representative that he had not authorized the enrollment.

10 92. The representative informed Plaintiff Zander that he was entitled to a check
11 of approximately \$150.

12 93. Plaintiff Zander was then issued a \$150 check that he did not cash.

13 94. To date, Plaintiff Zander is still unaware of the amount he was charged for
14 the income Credit Defense Product, why he was enrolled in the income Credit
15 Defense Product, and whether Defendants opened other accounts without his
16 knowledge or consent.

17 CLASS ALLEGATIONS

18 95. Plaintiffs bring this action on behalf of themselves and on behalf of all other
19 persons similarly situated.

20 96. Plaintiffs are members of and seek to represent a nationwide Class, pursuant
21 to Fed. R. Civ. P. 23(b)(2) and (b)(3) defined as:

22 All persons within the United States who received at least
23 one letter from Wells Fargo alerting them that they were
24 enrolled in one or more unauthorized products other than
25 an Unauthorized Account covered by the settlement in
26 *Jabbari v. Wells Fargo & Co.*, No. 3:15-cv-02159-VC
(N.D. Cal.).

1 97. Plaintiffs Jordan and Nicholson are members of and seek to represent a
2 nationwide Mortgage Sub-Class, pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3)
3 defined as:

4 All persons within the United States who received at least
5 one letter from Wells Fargo alerting them that they were
6 enrolled in one or more unauthorized mortgage or home
warranty related product(s).

7 98. Additionally, Plaintiff Jordan is a member of and seeks to represent a
8 California Sub-Class, pursuant to Fed. R. Civ. P. 23(b)(2), (b)(3) and/or (b)(4),
9 defined as:

10 All persons with a residential address within California
11 who received at least one letter from Wells Fargo alerting
12 them that they were enrolled in one or more unauthorized
13 products other than an Unauthorized Account covered by
the settlement in *Jabbari v. Wells Fargo & Co.*, No. 3:15-
cv-02159-VC (N.D. Cal.).

14 99. Excluded from the Class and Sub-Classes are Defendants' officers, directors,
15 and employees; any entity in which Defendants have a controlling interest; and the
16 affiliates, legal representatives, attorneys, successors, heirs, and assigns of
17 Defendant.

18 100. Further excluded from the Class and Sub-Classes are members of the judiciary
19 to whom this case is assigned, their families, and members of their staff.

20 101. Plaintiffs reserve the right to modify the proposed class definitions, including
21 but not limited to expanding the Class to protect additional individuals and to assert
22 additional sub-classes as warranted by additional investigation.

23 102. Numerosity: The members of the Class and Sub-Classes are so numerous that
24 joinder of all of them is impracticable. While the exact number of Class Members is
25 unknown to Plaintiffs at this time, based on information and belief, the Class and
26 Sub-Classes consists of tens of thousands of individuals nationwide.

1 103. Commonality: There are questions of law and fact common to the Class and
2 Sub-Classes, which predominate over any questions affecting only individual Class
3 Members. These common questions of law and fact include, without limitation:

- 4 a. Whether Plaintiffs and the Class and Sub-Classes were enrolled
5 in one or more products without their authorization;
- 6 b. Whether the conduct of Defendants was “unfair” as that term is
7 defined in the UCL;
- 8 c. Whether Defendants were unjustly enriched by the complained
9 of conduct herein;
- 10 d. Whether Defendants improperly diverted consumer funds to pay
11 for one or more products that were not authorized or wanted by the
12 consumer;
- 13 e. Whether Plaintiffs and the Class and Sub-Classes were damaged
14 by Defendants, and the extent of such damages;
- 15 f. Whether Plaintiffs and the Class and Sub-Classes are entitled to
16 declaratory relief; and,
- 17 g. Whether Plaintiffs and the California Sub-Class are entitled to
18 injunctive relief.

19 104. Typicality: Plaintiffs’ claims are typical of those of the Class and Sub-Classes
20 because Plaintiffs were enrolled in one or more products by Wells Fargo without
21 their authorization or consent, and that they did not desire.

22 105. Adequacy of Representation: Plaintiffs will fairly and adequately represent
23 and protect the interests of the members of the Class and Sub-Classes. Plaintiffs’
24 Counsel are competent and experienced in litigating consumer class actions similar
25 to this action.

26 106. Predominance: Defendants have engaged in a common course of conduct
27 toward Plaintiffs and members of the Class and Sub-Classes in that they were all
28 enrolled in one or more product without their authorization and received a

1 substantially similar letter from Wells Fargo altering them of such enrollment. The
 2 common issues arising from Defendants' conduct affecting Class and Sub-Class
 3 Members set out above predominate over any individual issues. Adjudication of
 4 these common issues in a single action has important and desirable advantages of
 5 judicial economy.

6 107. Superiority: A class action is superior to other available methods for the fair
 7 and efficient adjudication of the controversy. Class treatment of common questions
 8 of law and fact is superior to multiple individual actions or piecemeal litigation.
 9 Absent a Class action, most Class and Sub-Class Members would likely find that
 10 the cost of litigating their individual claims is prohibitively high and would
 11 therefore have no effective remedy. The prosecution of separate actions by
 12 individual Class and Sub-Class Members would create a risk of inconsistent or
 13 varying adjudications with respect to individual Class and Sub-Class Members,
 14 which would establish incompatible standards of conduct for Defendant. In
 15 contrast, the conduct of this action as a Class action presents far fewer management
 16 difficulties, conserves judicial resources and the parties' resources, and protects the
 17 rights of each Class Member.

18 108. Defendants have acted and continue to act on grounds generally applicable
 19 to the Class and Sub-Classes, thereby making appropriate, final injunctive relief and
 20 corresponding declaratory relief, with respect to the Class and Sub-Classes as a
 21 whole.

22 **FIRST CAUSE OF ACTION**
 23 **VIOLATIONS OF THE CALIFORNIA**
 24 **UNFAIR COMPETITION LAW (UCL)**
 25 **CAL. BUS. AND PROF. CODE § 17200, ET SEQ.**
 26 ***(On Behalf of Plaintiff Jordan and the California Sub-Class against***
 27 ***Defendants)***

28 109. Plaintiff Jordan realleges and incorporates herein by reference the allegations
 contained in all preceding paragraphs, and further alleges as follows:

1 110. The UCL defines “unfair business competition” to include any “unlawful,
2 unfair, or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
3 misleading” advertising. Cal. Bus. & Prof. Code § 17200.

4 111. The UCL imposes strict liability. Plaintiff Jordan need not prove that
5 Defendants intentionally or negligently engaged in unlawful, unfair, or fraudulent
6 business practices—but only that such practices occurred.

7 ***“Deceptive” Prong***

8 112. An omission is “deceptive” and actionable under the UCL if it is an omission
9 of a fact that the defendant was obliged to disclose.

10 113. Defendants were obliged to timely disclose that they enrolled consumers in
11 various products. They failed to do so.

12 ***“Unfair” Prong***

13 114. A business practice is “unfair” under the UCL if it offends an established
14 public policy or is immoral, unethical, oppressive, unscrupulous or substantially
15 injurious to consumers, and that unfairness is determined by weighing the reasons,
16 justifications and motives of the practices against the gravity of the harm to the
17 alleged victims.

18 115. Defendants’ actions constitute “unfair” business practices because, as alleged
19 above, because Defendants intentionally and knowingly enrolled Plaintiff Jordan
20 and the California Sub-Class into various products, without their knowledge or
21 consent, and have failed to offer a proper remedy.

22 116. Through their practices, Defendants generate millions of dollars which should
23 have, in all fairness, should be disgorged and returned to Plaintiff Jordan and the
24 California Sub-Class.

25 117. The harm to Plaintiff Jordan and the California Sub-Class grossly outweighs
26 the utility of Defendants’ practices as there is no utility to practices of Defendants.

27 * * *

118. Defendants have and will continue to surreptitiously enroll consumers in products and fail to provide an adequate remedy to those harmed by such business practices. Consequently, the practices of Defendants constitute unfair and unlawful business practices within the meaning of the UCL.

119. Pursuant to the UCL, Plaintiff Jordan and the California Sub-Class are entitled to preliminary and permanent injunctive relief and order that Defendants cease this unfair and unlawful competition, as well as disgorgement and restitution to Plaintiff Jordan and the California Sub-Class of all the revenues associated with this unfair and unlawful competition, or such portion of said revenues as the Court may find applicable.

120. Without a prospective injunction, Plaintiff Jordan and the California Sub-Class cannot be confident that Defendants will correct its policies and practices and provide adequate relief. Indeed, Plaintiff Jordan has suffered a concrete and particularized legal harm as a result of Defendants conduct. There is a sufficient likelihood that she will again be wronged in a similar way as Defendants have access to Plaintiff Jordan's personal information and, absent a court order, there is nothing preventing Defendants from continuing to misuse Plaintiff Jordan's information to enroll her in unconsented for products in the future.

121. Plaintiff Jordan and the California Sub-Class are also entitled, and seek, public injunctive relief.

SECOND CAUSE OF ACTION CONVERSION

(On Behalf of all Plaintiffs and all Classes against Defendants)

122. Plaintiffs reallege and incorporate herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

123. Defendants exercised the wrongful dominion and control over the property of Plaintiffs and the Classes (i.e., an identifiable sum of money that was wrongfully applied to Defendants products without consent).

1 124. Plaintiffs and the Classes have an ownership and right to the possession of
 2 their funds, which Defendants converted by wrongfully applying those funds to
 3 unconsented for products, which resulted in damages.

4 125. Defendants acted intentionally by knowingly applying funds to these products
 5 that Plaintiffs and the Classes did not authorize or want.

6 126. The exact sum of money that was converted can be readily determined through
 7 Defendants' business records.

8 **THIRD CAUSE OF ACTION**
 9 **UNJUST ENRICHMENT**

10 *(On Behalf of all Plaintiffs and all Classes against Defendants)*

11 127. Plaintiffs reallege and incorporate herein by reference the allegations
 12 contained in all preceding paragraphs, and further alleges as follows:

13 128. Plaintiffs and the Classes have conferred a benefit on Defendants by at a
 14 minimum having funds wrongly applied to one or more products without their
 15 consent or knowledge.

16 129. Defendants' practice of enrolling Plaintiffs and members of the Classes into
 17 products without their consent also resulted in Plaintiffs and members of the Classes
 18 being denied the benefit of having their monthly payments fully applied to their
 19 mortgage accounts, as some of those funds were wrongly applied towards these
 20 products.

21 130. Defendants appreciate and/or have knowledge of the benefits conferred upon
 22 it by Plaintiffs and the Classes.

23 131. Under principles of equity and good conscience, Defendants should not be
 24 permitted to retain the monies they unjustly received as a result of its wrongful
 25 conduct described herein.

26 132. Accordingly, Plaintiffs, on behalf of themselves and the other members of the
 27 Classes, seek restitution and disgorgement of all amounts by which Wells Fargo has
 28 been unjustly enriched.

//

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment against Defendants, and each of them, as follows:

- Class certification of this action (including as to the Class and Sub-Classes);
- Appointment of Plaintiffs as Class Representative;
- Appointment of Plaintiffs' attorneys as Class Counsel;
- Injunctive and other equitable relief as may be appropriate against Defendants as necessary to protect the interests of Plaintiffs and other Class Members,
- An order prohibiting Defendants from engaging in unlawful and/or unfair acts described above;
- Public injunctive relief;
- An order of restitution and disgorgement from Defendants;
- An order awarding declaratory relief against Defendants declaring Defendants' conduct as unlawful;
- Costs of Suit;
- Pre- and post-judgment interest;
- An award of reasonable attorneys' fees and costs; and
- Any other relief the Court may deem just and proper, including interest.

DEMAND FOR TRIAL BY JURY

Plaintiffs, individually and on behalf of all others similarly situated, hereby demand a jury trial on all claims so triable.

Dated: March 29, 2024

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: /s/ Abbas Kazerounian

Abbas Kazerounian, Esq.

Attorney for Plaintiffs

KELLETT & BARTHOLOW PLLC

Theodore O. Bartholow, III

pro hac vice forthcoming

thad@kblawtx.com

11300 N. Central Expy., Suite 301

Dallas, TX 75243

Telephone: (214) 696-9000

Facsimile: (214) 696-9001

KELLER ROHRBACK L.L.P.

Derek W. Loeser

pro hac vice forthcoming

dloeser@kellerrohrback.com

Gretchen Freeman Cappio

pro hac vice forthcoming

gcappio@kellerrohrback.com

1201 Third Avenue, Suite 3200

Seattle, WA 98101-3052

Telephone: (206) 623-1900

Facsimile: (206) 623-3384